

---

These general conditions are subject to Dutch law. GENERAL TERMS AND CONDITIONS FOR LEASE OF HOUSING ACCOMMODATION as set out by Student Housing Holland on 1 July 2013.

---

## **Article 1 Maintenance obligations**

### **1.1**

The following maintenance obligations in relation to the property let are at the Tenant's expense, unless the maintenance is necessary as the result of normal wear and tear or actions or failure to act on the part of the Landlord:

- whitewashing, distemperring, wallpapering and painting for the duration of the period of residence,
- day-to-day maintenance and small-scale repairs to locks and hinges and small components of electrical systems, such as switches, lamps, electrical plugs and sockets,
- the maintenance of water taps and measures necessary as a result of frozen water pipes,
- replacement of broken windows, if this can be done without considerable costs,
- cleaning and unblocking of drains, sinks and gutters, if those can be reached by the Tenant,
- all other repair work ensuing from gross negligence, carelessness, neglect or rough handling during occupancy on the part of the Tenant.

### **1.2**

The Tenant is obliged to compensate for remedy damage caused by him or her. The Tenant is also liable for damage caused by persons using and/or visiting the property let with his or her permission.

### **1.3**

The Tenant undertakes not to cause hindrance or nuisance to other residents and neighbours.

### **1.4**

The Landlord undertakes not to cause any hindrance or nuisance to the Tenant. The Tenant will allow inspections but this will only take place by an appointment between Landlord and Tenant. If Tenant refuses to make an appointment for 3 times then the Landlord is allowed to enter the residence and room.

## **Article 2 Termination of the tenancy agreement**

### **2.1**

The period of notice for the Landlord is three months.

### **2.2**

The Tenant may not give notice of cancellation of the agreement before the end of the tenancy agreement unless he or she arranges for a subsequent Tenant for the remaining period. If Landlord agrees to the new tenant then the contract can be terminated. The Tenant is still obliged to pay a fine for termination of the contract of € 500,-.

### **2.3**

The tenancy agreement may be terminated with the joint approval of the Tenant and the Landlord at any time once the period of tenancy has commenced.

### **2.4**

Upon expiry of the tenancy agreement, the Tenant will deliver the property let in accordance with the inspection list in the condition in which it was occupied upon commencement of the agreement. The Tenant will hand over the keys to the Landlord on the date of vacation.





### **Article 3 Use of accommodation**

#### **3.1**

The Tenant shall use the accommodation during the whole term of the contract actively, properly and personally, exclusively for the purpose indicated in the lease contract and paying due attention to existing restricted rights and any requirements imposed or to be imposed by the government, fire department or utility companies in relation to the use of the Subjects. "Utility companies" is intended to include the type of business which is involved in supplying and metering the use of energy, water and suchlike. The Tenant shall keep the Subjects fully furnished and equipped.

#### **3.2**

The Tenant shall comply with written or verbal instructions provided by or on behalf of the Landlord in the interests of proper use of the Subjects and of the various areas, installations and provisions of the building or of which the Subjects form part.

#### **3.3**

Unless the Landlord has given prior written consent, the Tenant is not entitled to let or sub-let the Subjects nor to give any third party any rights to use them, in whole or in part, this to include the letting of rooms and the provision of guest house facilities and giving up the tenancy. Any consent given by the Landlord shall be on a once-only basis and will not apply to other or subsequent cases.

#### **3.4**

It is strongly forbidden by the Tenant to establish or register an own company or somebody else its company at the Subjects and address of the property.

#### **3.5**

If the Landlord has reason to assume that the Tenant has yielded rights of use or sub-let or is making guest house provisions, either in whole or in part, without the Landlord's consent, the Tenant shall be obliged to co-operate in any investigation instigated by the Landlord. This shall include an obligation on the Tenant to provide, on request, the personal details of those using or subletting the Subjects.

#### **3.6**

The Tenant is not permitted to use storage rooms, garages, etc., pertaining to the Subjects as living rooms, as storage except for his own non-commercial use, as working space or as sales accommodation or otherwise to hold any auctions or sales in or beside those places.

### **Article 4 Condition at start and end of the Lease**

#### **4.1**

At the start of the Lease Contract the Subjects are or shall be delivered to and accepted by the Tenant in good condition, without defects. This is the condition in which the Subjects can provide the Tenant with the enjoyment he is entitled to expect at the start of the Lease Contract from a well-maintained property of the type to which the Lease Contract relates. The condition of the Subjects at the start of the Lease Contract shall be established in a dated inspection report/description prepared in duplicate at least, signed by the parties and with a copy being given to each party.

#### **4.2**

If there is any suggestion of a defect at the start of the Lease Contract, this will be confirmed in the inspection report/description. Any such defect will be remedied by the Landlord within a reasonable period. If the Landlord fails to do so, he will only be in breach of contract after the Tenant sends the Landlord a notice of default.

#### **4.3**

Unless otherwise agreed in writing, the Tenant shall surrender the Subjects to the Landlord at the end of the Lease Contract or at the end of use thereof in the condition as described at the start of the lease, account being taken of any subsequent work done by the Landlord and normal wear and tear and ageing.





#### 4.4

Furthermore, the Subjects shall be surrendered completely cleared, free of use and rights of use, properly cleaned, and with all keys being returned to the Landlord. The Tenant is obliged to remove, at his own expense, all items introduced by him in, on or about the Subjects or taken over by him from the previous Tenant, unless otherwise agreed in writing. Moreover, the Tenant shall repair any damage caused to the Subjects by the removal of items, shall make sure that all un-papered walls and ceilings are white in colour and, if the Subjects include a garden, shall leave this unpolluted and properly maintained (without holes or pits).

#### 4.5

The parties shall carry out a joint inspection of the Subjects at the end of the Lease Contract. A further inspection report shall be prepared by the Landlord and signed by the parties. This inspection report shall be compared with the inspection report prepared at the start of the lease.

#### 4.6

It shall then be established whether the Tenant has to carry out any maintenance or repair works. If the Tenant does not co-operate in this inspection, the Landlord's findings contained in the inspection report will be taken to be correct in the absence of proof to the contrary by the Tenant.

#### 4.7

The Tenant shall arrange for any repair or maintenance works contained in the inspection report to be carried out before he finally leaves the Subjects.

#### 4.8

If the Tenant does not carry out the maintenance and repair work contained in the inspection report or does not do so adequately, the Landlord shall be entitled to have those works carried out at the Tenant's expense, without any requirement for issuing a notice of default to the Tenant by or on behalf of the Landlord. Any damage only apparent after the clearance of the habitable rooms has taken place and which should have been repaired by the Tenant, or work that should have been done by the Tenant and only becomes apparent at that stage, shall likewise entitle the Landlord to have that work carried out at the Tenant's expense, without any requirement for issuing a notice of default to the Tenant by or on behalf of the Landlord.

#### 4.9

The Tenant shall be liable to pay to the Landlord an amount, calculated in accordance with the most recently applicable rental and payment for ancillary supplies and services, for the time it takes to have the work carried out to restore the furnished room to the condition specified in the inspection list and calculating from the day after the date on which the Lease Contract ends, all without prejudice to the Landlord's claim for compensation for further damages and costs. The Tenant shall not be entitled to invoke any rights under this provision.

#### 4.10

The Tenant shall forfeit the ownership of any items he may be deemed to have abandoned by leaving them in the Subjects when he actually leaves the Subjects.

Such items may, in the Landlord's option, be removed by the Landlord, at the Tenant's expense, without any liability on the Landlord's part and without any obligation of maintaining records. The Landlord shall be free to make use of such items, including the right to take them into his own possession or to leave them standing in the street at the Tenant's risk, all in the Landlord's own discretion. The Landlord may also elect to have the items taken away for immediate destruction or to have them stored temporarily. If the Landlord has the items concerned taken away for storage, the Tenant may only recover those items from the Landlord, during the time they are in storage, against a one-off payment to the Landlord of all sums due by the Tenant to the Landlord. The Landlord shall not be liable for damage to the items in question during removal, transportation or storage.





## **Article 5      Alteration to fittings, furnishings and appearance by the Tenant**

### **5.1**

The Tenant shall always inform the Landlord promptly in advance and in writing about any alterations or additions to the fittings, furnishings or appearance which the Tenant wishes to introduce or have carried out in, on or about the Subjects. The term “alterations” shall include making holes in floors, walls or ceilings, unless these are small-scale screw or pin holes.

### **5.2**

The Tenant shall not be permitted, without prior written consent from the Landlord, to alter the fittings and furnishings or appearance of the Subjects either in whole or in part, or to make any additions thereto, if those alterations cannot be undone and removed by the Tenant at nominal cost at the end of the agreement.

### **5.3**

The Tenant shall require prior written consent from the Landlord for alterations or additions on or to the outside of the Subjects, including the land, balcony, communal spaces and the garden.

### **5.4**

The Landlord is entitled to impose conditions or instructions in any consent given to the Tenant, particularly in relation to the materials and the quality of materials to be used by the Tenant, the construction and working methods to be used and especially with regard to the potential for and consequences of future maintenance and safety. In relation to any consent to be given, the Landlord will further be entitled to impose conditions concerning fire, storm and third-party liability insurance, taxes and levies and liability.

### **5.5**

Non-papered walls and ceilings in the Subjects may not be wallpapered by the Tenant. The Tenant is forbidden to put stickers on painted surfaces and from gluing floor-coverings directly onto the floorboards or stairs. Any material the Tenant applies to the walls, such as plaster work, cement or textured paint, decorative plaster and suchlike shall be removed by the Tenant at the end of the Lease Contract unless the subsequent tenant informs the Landlord in writing that he shall take over the wall finishes introduced by the Tenant and that he (the new tenant) shall, in turn, arrange for their removal at the end of his lease contract.

## **Article 6      Landlord’s alterations and improvements**

### **6.1**

If and to the extent that the Landlord is required by compulsory government order to alter, amend or improve the Subjects on their own or the building or complex of which the Subjects form a part, the Tenant confirms that he shall allow such alterations in on or about the Subjects.

## **Article 7      Central heating and hot water system**

### **7.1**

If the Subjects are equipped with their own individual central heating system or hot water system, the Tenant shall look after it properly, to the standard expected of a “good tenant”.

### **7.2**

The Tenant shall be financially liable, without exception, for all costs for repairing damage occasioned by negligence, improper use and inexpert maintenance of the systems and ancillary equipment either by the Tenant himself or by those appointed by him.





### 7.3

During frosty weather the Tenant is obliged to take all available precautions in order to prevent the central heating system, the hot water system and the water pipes from freezing. If the Tenant is absent from the Subjects during the heating season, he is - in light of the danger of freezing within the said systems - forbidden from turning off the central heating radiators.

### 7.4

If either the central heating system or the hot water system forms part of a larger system serving other accommodation apart from the Subjects, then the heating and hot water systems will be commissioned and maintained by the Landlord, who will also arrange conclusion of a service agreement.

## Article 8 Garden, land, boundary partitions, outbuildings

### 8.1

If the Subjects include garden or land, the Tenant shall be obliged to lay out, use and maintain the garden as ornamental garden ground and to refrain from using the same for storage of goods of whatever nature, or for parking of one or more automobiles, caravans, boats and suchlike. Trees and bushes, including the trees and bushes present at the start of the tenancy, shall be maintained by the Tenant and trimmed regularly. If trees or bushes within the garden cause a nuisance, they must be removed at the Tenant's expense. If a felling permit is required, the Tenant must apply for this at his own expense, having first notified the Landlord. Any damage caused by trees, bushes or other plants shall be the Tenant's financial responsibility.

### 8.2

The Tenant is forbidden, without the Landlord's permission, from erecting, altering or removing boundary partitions, garden sheds, timber structures and other outbuildings.

## Article 9 Maintenance

### 9.1

The Tenant is obliged under the law (Article 7:217 in conjunction with 240 of the Civil Code), the present Lease Contract and custom to carry out minor repairs in, on or about the Subjects and the Landlord is obliged to remedy other defects on being asked to do so, unless this is either impossible or would require such an outlay of costs as could not reasonably be required of the Landlord in the circumstances. The parties shall promptly and properly, each at his own expense, attend to the improvements, including renewals, required to do so and which they are obliged to attend to by law, any statutory provision or contractual obligation.

### 9.2

The provisions of Clause 10.1 are without prejudice to the Tenant's obligation, incorporated in Clause 3.8, to maintain, repair and renew any improvements carried out by or on behalf of the Tenant himself.

### 9.3

The foregoing provisions are without prejudice to each party's obligation to make appropriate provisions at his own expense for any improvements required as a result of intentional actions, negligence, omission or improper use of the Subjects by himself or by individuals for whom he is answerable.





#### **9.4**

If the Landlord considers it necessary to carry out or have carried out any works of maintenance, repair, renewal, etcetera to the Subjects or to the building or complex containing the Subjects or to adjacent property, or if such work proves to be necessary in connection with government or public utility company requirements or measures, the Tenant shall allow access to the Subjects for those individuals required to do the work and suffer any consequent inconvenience without entitlement to any compensation, reduction of payment obligations or dissolution of the Lease Contract. The Landlord shall consult with the Tenant ahead of time regarding the time when the work is to be carried out.

#### **9.5**

If either of the parties neglects to carry out or have carried out any maintenance, repair or renewal for which he is liable - or if these works are carried out inexpertly or poorly - the other party shall be entitled to carry out or have carried out those works at the expense and risk of the negligent party once that (negligent) party has received a written notice of default giving him a reasonable period for compliance with his obligations.

If work due to be paid for by the Tenant cannot be delayed, the Landlord shall be entitled to carry out or have those works carried out immediately at the Tenant's expense.

### **Article 10      Damage and Liability**

#### **10.1**

Whenever any damage occurs or threatens to occur in, on or about the Subjects, including damage or threatened damage to pipes, cables, tubes, drains, sewers, systems and equipment, the Tenant must immediately advise the Landlord accordingly, in writing.

#### **10.2**

If there is a threat of imminent damage or imminent spread of existing damage, the Tenant should report this to the Landlord immediately and take such immediate steps as will prevent and contain any (further) damage in or to the Subjects. This applies particularly when the damage occurs or threatens to occur as a result of weather condition.

#### **10.3**

The Landlord shall not be liable for damage and loss of amenity suffered by the Tenant and/or his family or for damage to items belonging to the Tenant and/or his family as a result of patent or latent defects in the Subjects, unless such damage or loss of amenity is attributable to the Landlord or unless such damage is caused by a defect which was present at the start of the Lease Contract and was or ought to have been known to the Landlord at that time.

#### **10.4**

The Landlord shall not be liable for damage caused to the Tenant's person and/or goods, or his family's goods, by storm, frost, lightning strike, serious snowfall, inundation, raising or lowering of the water table, natural disasters, nuclear reactions, armed conflicts, civil wars, insurrections, disturbances, war damage or other calamities.

#### **10.5**

The Tenant shall be liable for damage to the Subjects arising from any failure to comply with an obligation under this Lease Contract, which is attributable to him. All damage except for damage by fire will be presumed to have arisen in this way. The expression "the Tenant" in this paragraph shall also be deemed to include the Tenant's family and third parties present in the Subjects.

#### **10.6**

The Tenant shall be obliged to take out and maintain an adequate contents insurance policy on normal conditions. The Tenant should resort to his own insurer in the first instance in relation to any damage falling within the ambit and cover of any insurance policy he has taken out.





## **Article 11 Protection of the living environment**

### **11.1**

Without the Landlord's prior permission, the Tenant shall not be permitted:

- to a fix or permit the affixing of any advertisements in any form whatsoever, for himself or for third parties, on or to the Subjects;
- to connect or install any mechanical extraction device or other equipment to the ventilation pipes;
- to install or use any of the flues present within the Subjects for an open solid fuel fire or multi-fuel store unless such use relates to an open fireplace within the subjects.

### **11.2**

The Tenant shall not cause any hindrance or inconvenience to his/her neighbours or other tenants in the same building or complex and shall ensure that any third parties present with his or her permission and his/her visitors will not cause any nuisance either.

### **11.3**

The provisions of Clause 14.1 are intended to promote good relationships between the occupants of the building or complex of which the Subjects form part.

### **11.4**

The Tenant shall behave and use and maintain the Subjects as befits a good tenant.

## **Article 12 Default / penalty provision**

### **12.1**

The Tenant shall be in default merely on the expiry of one payment period.

### **12.2**

For each occasion when the Tenant is in default with the timely payment of any sum of money, he/she shall be liable for €10,- interest per day after the described payment date.

### **12.3**

The claim for compensation for extra-judicial expenses will not arise until the party in default has received a written demand from the other party, indicating a reasonable term for compliance, and that term has expired without compliance.

## **Article 13 Waste materials/chemical waste**

### **13.1**

If the competent organisations or the government impose guidelines or conditions in relation to the (separate) collection of waste materials, the Tenant shall be obliged to comply closely with these directions at all times.

Failure to comply or to comply fully with these obligations will render the Tenant liable to the resulting financial, criminal and other potential consequences.

### **13.2**

The Tenant is responsible for the waste management of the property. This means that the Tenant have to make sure that the bins are emptied during the estimated dates for emptying the bins pointed out by the local government. It also means that Tenant follows the rules of recycling. If for what reason the bins are not emptied on the estimated dates then the Tenant must report this to the Landlord immediately.

### **13.3**

If 13.2 occurs then the Landlord will undertake action. For hygienic reasons the bins will be emptied by the Landlord within 2 days. This will cost each Tenant of the property a fine of €25,- which is payable immediately.





## **Article 14      Requests**

### **14.1**

Unless the Landlord has issued them on his own initiative, the Tenant may only rely on permissions, approvals, statements or notifications on the part of the Landlord if the Tenant has applied for them in writing and the Landlord has issued a positive answer. Conditions may be attached to any permission, approval, statement or notification issued by the Landlord.

## **Article 15      Complaints**

### **15.1**

The Tenant shall lodge any complaints and requests in writing. This may be done verbally in urgent cases, followed up by the Tenant as quickly as possible in writing.

## **Article 16      Pets**

### **16.1**

It's strictly forbidden to have pets in the property nor in the garden.

## **Article 17      Non-smoking**

### **17.1**

It's strictly forbidden to smoke inside the property. If the Landlord notice that the Tenant smokes inside the building then the Tenant will receive an official warning. If the Landlord notice that the Tenant smokes inside the building after receiving the official warning, the Tenant is obliged to pay a fine of €75,- each time.

## **Article 18      Pest infestation**

### **18.1**

We strongly recommend to keep the common areas and rooms very clean and tidy. In Holland there is a high risk of a mice infestation if you don't follow our recommendations:

- Don't store food in your room.
- Always store food in closed boxes.
- Clean the kitchen after cooking immediately.
- Remove food crabs and breadcrumbs immediately (from the floor).
- Don't store waste outside the bins, both inside as outside.
- Put pizza boxes straight in the container outside.
- Make sure the containers are emptied on the estimated dates.
- Cigarette butts attracts mice so always put them in the ashtray.
- Mice love a warm house so turn off the heaters when you're leaving home.

## **Article 19      Final provision**

### **19.1**

Unless the parties have consented or agreed otherwise, complete or partial interim dissolution of the Lease Contract and suspension of the obligations arising from it shall only be permitted on the intervention of the Court.

